

DEPARTMENT OF REAL ESTATE

PO Box 187000
Sacramento, CA 95818-7000
916 227-0770



June 17, 2009

AmericasLoanCompany.com
Andy H. Firoved, Designated Officer
27762 Antonio Parkway Suite L1-301
Ladra Ranch, CA 92694

Re: Advance Fee Agreement

This letter will acknowledge our receipt of your advance fee agreement and accounting format on June 3, 2009.

The Department has no objection to your use of the advance fee agreement and accounting format as submitted.

This agreement replaces any other agreement previously submitted for the Department's review. Additionally, it is not to be used by other than the submitting broker or real estate corporation.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well. This includes press releases and announcements related to your advance fee activities.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

Sincerely,

Sylvia I. Yrigollen
Senior Deputy Commissioner
Advance Fee Review Section

MLB ADVERTISING

PRELIMINARY MATTERS.

Initials of Principal(s)

2nd Loan Account Number:

Advance Fee Agreement for Loan Modification Services Page 1 of 5

A. **Amount and Payment of Advance Fee.** The Principal agrees to pay an advance fee of \$3,000.00 to the Broker on the date this agreement is signed by the Principal(s), or within 3 days of the execution of this agreement by all parties.

B. **Deposit of Advance Fee and Accounting of Funds.** The Broker will deposit the advance fee into Broker trust account # 2068017397 located at Wells Fargo Bank 15771 Rockfield Blvd Irvine, CA 92618. The Broker will provide a verified accounting of these funds to the Principal at the end of each calendar quarter following the execution of this agreement by the Principal, and at the completion or termination of this agreement (whichever occurs first).

C. **Scope and Completion of, and Payment for, Loan Modification Services.** The Broker shall perform the following loan modification services (without limitation) for and on behalf of the Principal. It is understood by the parties that the list below is not exhaustive, and that not all of the services listed below may be relevant to the Principal's loan(s) on the subject property.

Phase I.

A. Interview the Principal, gather and review information about the current loan(s) and terms to include:

1. Mortgage loan(s) principal balance, monthly payment amount, mortgage statements, loan documents, current interest rate, expected rate and/or payment adjustments, equity, loan(s) payment history and correspondence from the lender(s).
2. Information about the Principal's income and assets, including: Paystubs, W2s, 1099s, benefit award letters, retirement and pension benefit statements, annuity statements, child support/alimony, tax returns, profit and loss statements, schedules of real estate owned, stock and mutual fund portfolio statements, bank statements, proof of any other income.
3. Information about the Principal's ability to repay the loan(s), including: Credit history, hardship circumstances, financial profile (assessment of income, assets, expenses and housing debt to income ratio).

B. **Completion of Phase I Services.** The Broker will complete these Phase I services by (completion date), and in no case later than 30 calendar days from the date this agreement is made, as first above written.

C. **Payment for Phase I Services.** The Broker shall be entitled to 25% of the advance fee (which entitlement percentage for Phase I services equals \$750.00) for the performance of the applicable and relevant services described in Phase I (and others as may be necessary and/or appropriate).

Phase II.

A. Prepare and submit loan modification request and package of supporting documents to lender(s) which will include:

1. Assist the Principal in preparing a hardship summary letter
2. Assist the Principal in preparing a financial worksheet
3. Assist the Principal in preparing a detailed statement of Borrower information
4. Properly package all necessary income documentation

B. **Completion of Phase II Services.** The Broker will complete these Phase II services by (completion date), and in no case later than 30 calendar days from the date this agreement is made, as first above written.

C. Payment for Phase II Services. The Broker shall be entitled to 25% of the advance fee (which entitlement percentage for Phase II services equals \$750.00) for the performance of the applicable and relevant services described in Phase II (and others as may be necessary and/or appropriate).

Phase III.

Phase III services are focused on the Broker's efforts to vigorously and successfully seek through the Lender(s) an offer to the Principals (which offer shall be assessed by the Broker and clearly explained to the Principals) of proactive loan modification solutions which will provide the Principals with the opportunity to remain in the Subject Property while making affordable loan payments.

A. Contact the Lender(s) to discuss/negotiate the loan modification request(s).

B. Communicate regularly with the Lender(s) to attempt to negotiate new, and more favorable, loan terms on behalf of Principal.

C. Assist the Principal in understanding and deciding about the modification terms offered by the Lender(s).

D. Successfully negotiate and/or accomplish a loan modification for the Principal. "Successful loan modification performance" by the Broker shall have occurred if the Principal accepts one or more of the loan modifications set forth below:

1. Change adjustable interest rate to a fixed interest rate
2. Reduce fixed interest rate to a lower fixed interest rate
3. Reduce balance of the principal amount of the loan
4. Reduce adjustable interest rate / reduce CAPS of adjustable interest rate
5. Stop upward adjustment of adjustable interest rate
6. Arrange for the delinquent payment amounts to be added to the end of loan
7. Arrange for the delinquent payment amounts to be added to a longer loan period
8. Arrange for the delinquent payment amounts to be accepted in an alternative payment plan
9. Eliminate or reduce the delinquent payment amounts
10. Arrange for the lender to accept a discounted pay-off or forbearance

E. Completion of Phase III Services. The Broker will complete these services by (completion date), and in no event later than 120 calendar days from the date this agreement is made, as first above written.

F. Payment for Phase III Services. The Broker shall be entitled to 50% of the advance fee (the remainder of the advance fee not earned and paid for Phase I, and Phase II services (which entitlement percentage for Phase III services equals \$1,500.00) only for the "successful loan modification performance" of these Phase III services as described in Phase II (section d above).

Refund of Advance Fee Until Earned.

The advance fee paid by the Principal is fully refundable until earned by the Broker. If any of the agreed upon services are not completed by the Broker by the agreed upon completion date(s), the unearned portion of the advance fee will be refunded to the Principal within 5 business days. If this agreement is terminated by the Principal before the agreed upon completion date and before the agreed upon services are completed, the unearned advance fee will be refunded to the Principal within 5 business days.

Responsibilities and Obligations of the Principal.

A. The Principal agrees to furnish the Broker with truthful and accurate information and any documents that will be required by the Broker and the Lender(s) to assess the Principal's financial status, including (without limitation) the following:

1. Mortgage Statements-past three months
2. Paystubs - past two pay periods
3. W2 forms, 1099 forms, and/or Tax Returns-past 2 years
4. Profit and Loss Statements-past 2 years (if self employed)
5. Bank Statements-past 2 months
6. Verification of any other income, Benefit Award Letters, Retirement Statements, Pension Benefit Statements, Annuity Statements, Child Support/Alimony
7. Schedules of Real Estate owned, Stock and Mutual Fund Portfolio Statements
8. Authorization for the Broker to obtain Principal information from Lender

B. The Principal also agrees to provide additional information or documentation within 5 days of the Broker's request. The Principal further agrees to immediately notify the Broker of any change in the Principal's address.

Reasonable Efforts/No Guarantees.

The Broker will make reasonable efforts to conclude a "successful loan modification performance" as described in Phase III above. However, the Principal acknowledges that the Broker cannot guarantee that the Principal's existing lender(s) will agree to a modification of the loan(s), and that Principal's existing lender(s) is not obligated to modify the terms of the loan(s) in any way and may not agree to any changes in the loan(s).

Governing Law.

This agreement shall be governed by and construed under the laws of the State of California.

Amendments.

Except as set forth herein, this agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing signed by the Principal and the Broker.

Severability.

If any provision in this agreement is determined to be invalid, illegal or otherwise unenforceable, the determination will not affect any other provision of this agreement. The invalid provision will be severed from this agreement and all remaining provisions will continue to be in full force and effect.

Termination of Agreement.

Either the Principal or the Broker may terminate this agreement at any time for any reason upon written notice to the other party. At the time of termination, all earned but unpaid fees for completed services (as set forth and described in provision number 3 of this agreement) become due and payable.

Dispute Resolution.

The parties to this agreement will endeavor to resolve any disputes or disagreements between them with respect to or concerning this agreement in a fair and amicable manner. However, if the parties are unable to resolve any such disputes between and/or among themselves (whether in law or equity), the parties expressly agree to binding, neutral arbitration in accordance with the California Code of Civil Procedure with any recognized California arbitration service. Said binding

Advance Fee Agreement for Loan Modification Services Page 4 of 5

arbitration shall be the exclusive dispute resolution mechanism for seeking legal redress under this agreement. The arbitration hearing shall be conducted pursuant to the California rules of evidence and shall occur in the county where the Subject Property is located. The parties agree to share equally the costs of any such arbitration. Reasonable attorney's fees and costs shall be awarded to the prevailing party.

Time of Essence.

Time is of the essence with respect to every provision of this agreement that specifies a time for performance.

Entire Agreement.

Except as otherwise provided by section 2970 (b)(4) of Title 10 of the Code of Regulations, Chapter 6 (Real Estate Commissioner's Regulations), this agreement constitutes the entire agreement and a complete and exclusive expression of the parties' agreement respecting the loan modification services contemplated. Except as conditioned above, this agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

Assignment.

No assignment by the Principal or the Broker of this agreement, or of any rights or obligations hereunder, shall be valid without the prior written consent of all of the signatories to this agreement.

Acknowledgements and Representations.

The parties signing below acknowledge they have read and understood this agreement and have each received a copy. The Principal(s) warrants that he/she/they have the authority to enter into this agreement with regard to the Subject Property and loan(s) herein described. This Agreement may be executed in counterparts, and/or by facsimile signature, all of which when taken together shall be deemed fully executed originals.

Name of Principal

Signature

Date

Name of Principal

Signature

Date

AmericasLoanCompany.com

Signature

Date

VERIFIED ACCOUNTING FOR ADVANCE FEES

Broker (Corporation) Name: AMERICASLOANCOMPANY.COM

Broker Address: 8835 RESEARCH DRIVE IRVINE, CA 92618

Broker Trust Account #: 2068017397

Depository: WELLS FARGO BANK

Principal Name:

Principal Address:

Lender Name:

Loan Account Number:

2nd Lender Name:

2nd Loan Account Number:

Advance Fee Accounting				
Advance Fee Amount Received	From (Principal)	Date Received	Date Deposited in trust account	Balance
\$3,000.00				

Services Preformed by Broker	Date Performed	Amount of fee allocated	Date Disbursed	Balance
All phase I services:				
All phase II services:				
All phase III services:				

I hereby represent and attest that this is a true and accurate accounting.

Signed

Date

Broker Name

License ID Number

DEPARTMENT OF REAL ESTATE

PO Box 187000
Sacramento, CA 95818-7000
916 227-0770



May 22, 2009

AmericasLoanCompany.com
Andy H. Firoved, Designated Officer
27762 Antonio Parkway Suite L1-301
Ladra Ranch, CA 92694

Re: Advance Fee Agreement

This letter will acknowledge our receipt of your advance fee agreement and accounting format on May 6, 2009.

The Department has no objection to your use of the advance fee agreement and accounting format as submitted.

This agreement replaces any other agreement previously submitted for the Department's review. Additionally, it is not to be used by other than the submitting broker or real estate corporation.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well. This includes press releases and announcements related to your advance fee activities.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

Sincerely,

Sylvia I. Yrigollen
Senior Deputy Commissioner
Advance Fee Review Section

RECEIVED
Dept. of Real Estate

MAY 06 2009

MLB ADVERTISING

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B. **Deposit of Advance Fee and Accounting of Funds.** The Broker will deposit the advance fee into Broker trust account # 1922469067 located at Bank of America 3931 Irvine Blvd. Irvine, CA. 92602. The Broker will provide a verified accounting of these funds to the Principal at the end of each calendar quarter following the execution of this agreement by the Principal, and at the completion or termination of this agreement (whichever occurs first).

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Governing Law.

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Amendments.

Except as set forth herein, this agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing signed by the Principal and the Broker.

Severability.

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Termination of Agreement.

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arbitration shall be the exclusive dispute resolution mechanism for seeking legal redress under this agreement. The arbitration hearing shall be conducted pursuant to the California rules of evidence and shall occur in the county where the Subject Property is located. The parties agree to share equally the costs of any such arbitration. Reasonable attorney's fees and costs shall be awarded to the prevailing party.

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Name of Principal

Signature

Date

Name of Principal

Signature

Date

AmericasLoanCompany.com

Signature

Date

VERIFIED ACCOUNTING FOR ADVANCE FEES

Broker (Corporation) Name: AMERICASLOANCOMPANY.COM

Broker Address: 27762 ANTONIO PARKWAY STE L1-301 LADERA RANCH, CA 92694

Broker Trust Account #: 1922469067

Depository: BANK OF AMERICA

Principal Name:

Principal Address:

Lender Name:

Loan Account Number:

2nd Lender Name:

2nd Loan Account Number:

Advance Fee Accounting

Advance Fee Amount Received	From (Principal)	Date Received	Date Deposited in trust account	Balance
\$3,000.00				

Services Preformed by Broker	Date Performed	Amount of fee allocated	Date Disbursed	Balance
All phase I services:				
All phase II services:				
All phase III services:				

I hereby represent and attest that this is a true and accurate accounting.

Signed

Date

Broker Name

License ID Number